

Except as set forth above, the settlement involves no other monetary exchanges between the Parties. Each Party will bear its own costs, expenses and attorneys' fees relating to all real or potential claims released by this Agreement.

2. The IPTS Contract shall be deemed terminated for reasons other than cause and shall be void and at an end upon receipt of the payment described in Paragraph 1 above by the County.

3. Subject to the terms of this Agreement, the Parties agree that the County shall have the ownership of, or license rights to, the Software and work product created during the course of the IPTS Contract (including but not limited to any that is not yet completed or is still considered "work in progress") as set forth in Article 10 of the IPTS Contract. This shall include, without limitation, developed-to-date Custom Software, Contractor Software, and related source code and Documentation (all as defined in the IPTS Contract). The County shall not, however, have the right to license or distribute any Software or work product (or portion thereof) created during the course of the IPTS Contract to third parties unless the County notifies BE of the County's intent to do so and the County obtains any licenses from third parties necessary to license the Software or work product to third parties. Where a license to be granted to the County for software other than third party commercial-off-the-shelf software pursuant to such Article 10 was not yet effective as of the effective date of this Agreement, such license shall be deemed effective as of the effective date hereof. For the commercial-off-the-shelf software, BearingPoint shall deliver the software license to the County (if it has not already been provided to the County) and BearingPoint shall cooperate with the County to perfect the assignment(s) thereof to the County, including the execution of documents as provided by the County to BE, as soon as reasonably practicable. The County acknowledges and agrees that each third party off

the shelf software license agreement sets forth the County's sole and exclusive rights regarding any software and related materials that, pursuant to the terms of such license agreement, are to be governed thereby. BearingPoint shall have no obligation to expend any sums or pay any fees in connection with any such assignments and shall use only reasonable efforts to give effect to the foregoing. Title to all Hardware (as defined in the IPTS Contract) already purchased by BE for inclusion in the IPTS but not yet transferred to the County shall transfer as of the effective date of this Agreement. All work product, software and Hardware are provided AS IS and WHERE IS with, among other things and without limiting the foregoing, no representations or obligations of any kind whatsoever on behalf of BearingPoint. Subject to the foregoing, BearingPoint shall assemble and deliver the heretofore undelivered work product, software and Hardware as specifically defined in Attachment C. The Parties further agree that, except for the cooperation set forth above, BearingPoint shall have no further obligations to provide or deliver any additional work product, software, Hardware or services to the County in connection with the IPTS Contract, the IPTS Project, the Parties Mediation and Tolling Agreement (as amended), or this Agreement.

4. Neither this Agreement, nor any actions related thereto, including the negotiation and/or performance of the Agreement itself, or any payments made pursuant to the Agreement, shall constitute an admission by the Parties of any liability to each other, and the Parties hereby expressly disclaim and deny any such liability.

5. Effective upon receipt of the payment described in section 1 above, the County for itself, and each of its predecessors, successors, agents, servants, principals, employees, attorneys and assigns, jointly and severally, does hereby fully, finally, and forever release and discharge BE, and each of its predecessors and successors, and each of its present and former